

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

EILEEN GRADY,
Plaintiff,
v.
WAREHAM POLICE DEPARTMENT,
TOWN OF WAREHAM,
THOMAS JOYCE (individually), and
MICHAEL J. HARTMAN (individually),
Defendants.

C.A. NO. 05-10097-JGD

CONFIDENTIALITY ORDER

The parties stipulate and it is hereby ORDERED that the following procedures shall apply to certain information disclosed or produced by any of the parties prior to trial of the above-captioned action:

1. Information which may be designated by the producing or disclosing party as "Confidential Information" is information contained in personnel records of current or former employees of the Wareham Police Department.
2. Documents, objects and things containing Confidential Information shall be identified by marking them with the legend "CONFIDENTIAL."
3. Confidential Information produced by any party shall be maintained in confidence by the opposing party and by recipients qualified to receive it under Paragraphs 4 and 5 hereof, to be used solely for the purposes of the prosecution of and defense against the claims asserted in this litigation. All documents and things so labeled, and any copies thereof, shall be kept or stored in a fashion that reasonably will secure the confidentiality of the Confidential Information. Nothing in this Confidentiality Order limits a party's use of its own Confidential Information

provided, however, that any such use that renders the information public may be used as a basis for challenging the appropriateness of its designation as Confidential Information.

4. Confidential Information may be disclosed to the following recipients, who will not be required to execute the attached Certification, but who will nonetheless be bound by the terms of this Confidentiality Order:

- (a) the parties to this action; and
- (b) attorneys of record, and members, associates, and employees of the law firms of record.

5. All of the following persons must agree to abide by the terms and conditions of this Confidentiality Order by either (1) stating such agreement on the record during the course of a deposition in which the individual is a deponent or an attorney representing a deponent, or (2) signing a copy of the attached Certification. It shall be the responsibility of counsel showing information designated as Confidential Information by the opposing counsel to obtain and retain a signed Certification prior to providing or disclosing Confidential Information to any of these persons:

- (a) any other non-party deponent and their counsel;
- (b) expert witnesses and consultants, regardless of whether they have been retained by a party;
- (c) any potential witness and their counsel;
- (d) any other persons as may be agreed upon in writing by the parties in advance, or as ordered by the Court.

6. Upon proper notice to opposing parties, any party may object to the designation of information as Confidential Information by seeking an appropriate order from the Court challenging such designation.

7. Nothing in this Confidentiality Order shall prevent either party from filing Confidential Information with the Court as needed (e.g., to support or oppose motions or other papers filed with the Court) upon reasonable notice to the other party. A party wishing to prevent such public filing of Confidential Information must follow Local Rule 7.2.

8. Unless otherwise agreed by the parties in writing, any party seeking to preserve during the public hearing and/or trial of this proceeding the confidentiality of information or things designated as Confidential Information shall seek an appropriate order of the Court either prior to the public hearing and/or trial or at such time as the Confidential Information is proffered into evidence. Nothing in this Confidentiality Order shall affect any privileges, or waiver thereof, with respect to Confidential Information or objections to the admissibility of such information on any evidentiary basis. It shall be the burden of the party asserting the confidentiality of the material to establish that it should be so protected.

9. Upon conclusion of this action, whether by dismissal, judgment, judgment after appeal or settlement, counsel to each party shall within 30 days thereof (1) return to counsel of the party asserting confidentiality protection all document and things marked Confidential Information, including any such material in the custody or control of its experts and consultants or (2) alternatively, certify in writing that all such materials have been destroyed.

Notwithstanding the foregoing, all persons within the categories identified in Paragraph 4 hereof may retain pleadings, Court filings, and deposition transcripts and exhibits, provided they are maintained in a manner that clearly identifies them as confidential.

10. Counsel for the parties may, by consent in writing, modify this Confidentiality Order or extend its protections to any non-party producing discovery in this action.

Plaintiff, Eileen Grady,
By her attorneys,

Defendants Wareham Police Department, Town
Of Wareham, Thomas Joyce, and Michael J.
Hartman,
By their attorneys,

_____/s/_____
Lawrence J. Casey, BBO #555766
Barbara A. Robb, BBO #639976
Perkins, Smith & Cohen, LLP
One Beacon Street, 30th Floor
Boston, MA 02108
(617) 854-4000

Dated: November 23, 2005

_____/s/_____
Leonard H. Kesten, BBO #542042
Deborah I. Ecker, BBO #554623
Brody, Hardoon, Perkins & Kesten, LLP
One Exeter Plaza
Boston, MA 02116
(617) 880-7100

Dated: November 23, 2005

SO ORDERED.

Judith Gail Dein
United States Magistrate Judge

Entered: _____

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MICHAEL J. HARTMAN (individually),)

Defendants.)

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CERTIFICATION

I, _____, have read and understood the Confidentiality Order in the above-captioned action and hereby agree to be bound by its terms and provisions. I understand and agree that confidential documents and/or information are being provided to me, and that by obtaining such documents and/or information I am bound by the terms and provisions of the Confidentiality Order.

Print Name: _____
Address: _____
Telephone: _____

Date: _____